

REDACTED

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LIQWD, INC. and OLAPLEX LLC,

Plaintiffs,

vs.

L'ORÉAL USA, INC., L'ORÉAL USA
PRODUCTS, INC, L'ORÉAL USA S/D,
INC., and REDKEN 5TH AVENUE NYC,
L.L.C.,

Defendants.

C. A. No. 17-14 (JFB) (SRF)

VERDICT FORM

Instructions: When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. Your answer to each question must be unanimous. Please refer to the Jury Instructions for guidance on the law applicable to the subject matter covered by each question.

I. FINDINGS ON OLAPLEX'S TRADE SECRET CLAIMS

MISAPPROPRIATION

1. Has Olaplex proven that on May 19, 2015, it possessed specific, identifiable Trade Secret(s) as outlined in the Jury Instruction Numbers 40, and 84-87?

Yes ☒ No ☐

If you answered "No" skip to Section II.

If you answered "Yes" go to next question.

2. Has Olaplex proven by a preponderance of the evidence that L'Oréal USA misappropriated Olaplex's trade secret information as outlined in Jury Instructions Number 39, 41, and 88?

Answer "yes" or "no".

"Yes" is a finding for Olaplex. "No" is a finding for L'Oréal USA.

Yes ✓ No

If you find L'Oréal USA misappropriated, please answer the following questions.

3. What do you award to Olaplex as total damages for L'Oréal USA's trade secret misappropriation?

\$ 22,265,000

4. Has Olaplex proven by a preponderance of the evidence that L'Oréal's misappropriation was willful or malicious as outlined in Jury Instructions Number 42 and 43?

Answer "yes" or "no".

"Yes" is a finding for Olaplex. "No" is a finding for L'Oréal.

Yes ✓ No

II. FINDINGS ON OLAPLEX'S BREACH OF CONTRACT CLAIM

BREACH OF CONTRACT

5. Has Olaplex proven by a preponderance of the evidence that L'Oréal USA

breached the parties' May 2015 Non-Disclosure Agreements as outlined in Jury Instruction Number 38?

Answer "yes" or "no".

"Yes" is a finding for Olaplex. "No" is a finding for L'Oréal USA.

Yes ✓ No

If you find that L'Oréal USA did not breach the agreement, please go to section III. If you find L'Oréal USA breached the agreement, please answer the following question.

6. What do you award as total damages for L'Oréal USA's breach?

\$ 22,265,000

III. FINDINGS ON L'ORÉAL USA'S PATENT INVALIDITY DEFENSES

INVALIDITY

7. Has L'Oréal USA proven by clear and convincing evidence that one or more of Olaplex's asserted patent claims is invalid as outlined in Jury Instruction Numbers 25 through 37?

Answer "yes" or "no".

"Yes" is a finding for L'Oréal USA. "No" is a finding for Olaplex.

Yes No ✓

9. *If you answered "No" to above question, please proceed to the next question on Olaplex's Patent Damages and do not fill in the charts below. If you answered "Yes" to*

the above question, please mark the claim or claims that are invalid and the reason or reasons why, and then proceed to Number 10 .

U.S. Patent No. 9,498,419 (“the ’419 patent”)

| | Obvious |
|----------|---------|
| Claim 1 | |
| Claim 10 | |

U.S. Patent No. 9,668,954 (“the ’954 patent”)

| | Obvious | Lacks Written Description |
|----------|---------|---------------------------|
| Claim 1 | | N/A |
| Claim 4 | | N/A |
| Claim 11 | | N/A |
| Claim 12 | | N/A |
| Claim 13 | | N/A |
| Claim 14 | | |
| Claim 15 | | |
| Claim 16 | | |
| Claim 19 | | N/A |
| Claim 20 | | N/A |
| Claim 30 | | N/A |

FINDINGS ON OLAPLEX'S PATENT DAMAGES

10. *If you find any asserted claims of the '419 or '954 patents valid, please answer the following questions.*

11. What do you award as total damages for L'Oréal USA's infringement of the '419 patent?

\$ 21,810,000

12. What do you award as total damages for L'Oréal USA's infringement of the '954 patent?

\$ 24,960,000

13. Has Olaplex proven by a preponderance of the evidence that L'Oréal USA's infringement was willful?

Answer "yes" or "no".

"Yes" is a finding for Olaplex. "No" is a finding for L'Oréal USA.

Yes ✓ No

You have reached the end of the verdict form and should review it to ensure that it accurately reflects your unanimous determinations. The foreperson should then sign and date the verdict form in the space below and notify the Court that you have reached a verdict. The foreperson should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

Date 8/12/2019

Foreperson